HIGHLAND REDEVELOPMENT COMMISSION STUDY SESSION MINUTES MONDAY, JANUARY 21, 2019

Members of the Highland Redevelopment Commission ("RC", "Commission") met on Monday, January 21, 2019 in the Council Chambers of the Municipal Building located at 3333 Ridge Road, Highland, Indiana. President Bernie Zemen called the Study Session to order at 7:00 p.m. Minutes were prepared by Kathy DeGuilio-Fox, Redevelopment Director.

Roll Call: Commissioners present were Michael Griffin, Mark Herak, Dan Vassar, Steve Wagner and Bernie Zemen. A quorum was attained.

Additional Officials Present: Rhett Tauber, Redevelopment Commission Attorney; Pat Krull, School Town of Highland Commissioner and Kathy DeGuilio-Fox, Redevelopment Director.

Also Present: Larry Kondrat, Board of Waterworks and Ed Dabrowski, IT Consultant.

Guests: Robin Carlascio, Idea Factory was also in attendance.

General Substance of the Discussion

- 1. Review of Public Meeting Agenda: In preparation for the Redevelopment Commission plenary meeting scheduled to follow the January 21, 2018 Study Session, the agenda was reviewed. Director DeGuilio-Fox gave a brief overview of the agenda items.
- 2. Highland Tax Abatements Director DeGuilio-Fox reported that annual compliance paperwork has started to come in and information will be provided to Council members prior to their compliance review.
- 3. 2936 Highway Avenue Renovations Ms. DeGuilio-Fox reported that renovations are moving forward. Concrete work has been completed and window replacement is under way. It will be completed when all of the windows have arrived from the manufacturer. Framing has begun on the inside. Ms. DeGuilio-Fox also reported that a letter was sent to the owners of Maria's Bueno Cocina in regard to their last day of occupancy. The letter gave a 45-day notice rather than the customary 30-day notice and allows time for service providers to be notified as was suggested by the Curiel's attorney. Brief discussion ensued. The future landlord has stated that 2936 Highway will be available for Maria's to move into by February 28th.
- 4. 2813 & 2815 Jewett Street Director DeGuilio-Fox reminded the Commissioners that last year they'd determined the management services provided by Rose Realty are no longer necessary and that their current contract, expiring on March 20, 2019, should not be renewed. Notification of nonrenewal of contract has been sent and services will end in March, 2019. Ms. DeGuilio-Fox presented the issue of rent collection as a task that the Redevelopment Department will now take responsibility for. To make that process more efficient Ms. DeGuilio-Fox reported that she has requested ACH debit information from each of the two tenants. This information will be provided to the Clerk-Treasurer's office and the Deputy Clerk-Treasurer will set the process up on behalf of Redevelopment. The Commissioners were asked if they had any objection or comments in this regard. None were expressed. Brief discussion ensued.

- 5. Russell Company Design Concept Ms. DeGuilio-Fox reported that she has received the design concept, the final work product resulting from the Pre-Development & Construction Service Agreement entered into July 17, 2018. A copy has been sent to Attorney Tauber as well as Clerk-Treasurer Griffin.
- 6. Highland Main Street Lance Ryskamp, Assistant for the Redevelopment Department, presented an update in regard to the Community Garden project. The Highland Main Street Bureau is seeking permission from the Redevelopment Commission to utilize the vacant lot (owned by the Highland Redevelopment Commission) located at 2917 Highway Avenue and next to the Central Fire Station. Once permission is received the Main Street Bureau will move forward to finalize the budget for the project and seek funding through grants and/or donations. Director DeGuilio-Fox emphasized that 100% of the funds used for the project will be provided by donations and grants. None of the funds will come from the Redevelopment budget or any other public funds from the Town of Highland. Discussion ensued. Director DeGuilio-Fox specifically asked at the end of the discussion if permission to utilize 2917 Highway Avenue, property of the Redevelopment Commission, would be provided at that time. The Commissioners response was, yes, they would give permission to use the site understanding that public monies are not to be used and no permanent structures are to be built.

There being no further discussion, the January 21, 2019 Study Session of the Highland Redevelopment Commission adjourned at 7:29 p.m.

Respectfully submitted by Kathy DeGuilio-Fox, Recording Secretary.

HIGHLAND REDEVELOPMENT COMMISSION PUBLIC MEETING MINUTES MONDAY, JANUARY 21, 2019

The Highland Redevelopment Commission ("Commission", "RC") met in a Public Meeting on January 21, 2019 in the Council Chambers of the Municipal Building located at 3333 Ridge Road, Highland, Indiana. President Zemen called the meeting to order at 7:30 p.m. and led those present in the Pledge of Allegiance. Taking minutes for the meeting was Director Kathy DeGuilio-Fox.

Roll Call: Present on roll call were Redevelopment Commissioners Michael Griffin, Mark Herak, Dan Vassar, Steve Wagner and Bernie Zemen. A quorum was attained.

Additional Officials Present: Rhett Tauber, Redevelopment Commission Attorney; Pat Krull, School Town of Highland Commissioner; and Kathy DeGuilio-Fox, Redevelopment Director were additionally present.

Also present: Larry Kondrat, Board of Waterworks and Ed Dabrowski, IT Consultant.

Guests: Robin Carlascio, Idea Factory was also in attendance.

Minutes of the Previous Meetings: Commissioner Michael Griffin moved to approve the minutes of the Study Session and Public Meeting of December 17, 2019 as well as the minutes of the Study Session and Special Public Meetings of January 7, 2019. Commissioner Steve Wagner seconded the motion. Upon a roll call vote, the motion passed. The minutes were approved by a vote of four affirmatives and no negatives.

Special Orders: None

Public Comment:

- Liaison for the School Town of Highland, Pat Krull, advised the Commissioners that he has been reappointed by the Board of Directors for the School Town of Highland to continue to serve as liaison to the Highland Redevelopment Commission. Discussion ensued. Commissioner Griffin stated he will follow up in regard to this appointment and include it on a future Town Council agenda for action by the Council.
- 2. Larry Kondrat asked what will be grown in the Community Garden proposed by the Highland Main Street Bureau and commented about the use of public monies to fund the project. Mr. Kondrat was immediately reminded that there will be no public monies from the Town of Highland used for this project. Mr. Kondrat went on to suggest a flower garden should be Installed instead in the public parking lot at the SW corner of Kennedy and Highway Avenues. Mr. Kondrat also inquired about improvement of that same parking lot and was told that is project under consideration by the Redevelopment Commission for 2019. Mr. Kondrat also inquired as to whether there will be additional bonding for the Cardinal Campus project. Attorney Tauber advised that a not to exceed amount of \$16.5 million had been committed overall for all three phases of the project. Mr. Kondrat inquired as to whether Phase II will begin soon. He was advised that when Phase I is near full occupancy and the developer is ready to move forward with Phase II the necessary process will begin. Mr. Kondrat also commented in a positive manner on the usefulness of the design concept that was completed as part of the Pre-Development & Construction Service Agreement between the Town of Highland and Russell Construction.

Communications: None

Unfinished Business and General Orders: None

New Business:

- Authorization of 2019 Study Session and Public Meeting Schedule: After a brief discussion in regard
 to the 2019 Study Session and Public Meeting schedule, Commissioner Dan Vassar made a motion
 to accept the schedule as submitted. Commissioner Griffin seconded the motion. Upon a roll call
 vote the motion passed with five affirmatives and no negatives.
- 2. Annual Reorganization & Election of Officers for the Highland Redevelopment Commission: Serving President, Commissioner Bernie Zemen asked for nominations from the floor. Commissioner Dan Vassar nominated Commissioner Bernie Zemen to serve as President, Commissioner Steve Wagner to serve as Vice President and Commissioner Mark Herak to serve as Secretary. There being no other nominations, Commissioner Griffin moved to close nominations. Commissioner Vassar seconded the motion. Upon a roll call vote the motion passed with four affirmatives and one negative. The nominees for Highland Redevelopment officers for 2019 were accepted.
- 3. Resolution 2019-02: A Resolution of the Highland Redevelopment Commission Approving an Agreement for Legal Services to the Highland Redevelopment Commission for 2019. Commissioner Griffin made a motion to adopt Resolution 2019-02 and enter into an agreement with Tauber law Offices to serve as attorneys for the Highland Redevelopment Commission for the year 2019 at the hourly rate stated in the agreement. Commissioner Vassar seconded the motion. Upon a roll call vote the motion passed with five affirmatives and zero negatives.
- 4. Resolution 2019-03: A Resolution of the Highland Redevelopment Commission Approving an Agreement for Financial Professional Services and General Redevelopment Consulting to the Highland Redevelopment Commission for 2019. Commissioner Steve Wagner made a motion to adopt Resolution 2019-03 and enter into an agreement with SEH of Indiana, LLC for the year 2019 at the rate stated in the agreement. Commissioner Vassar seconded the motion. Upon a roll call vote the motion passed with four affirmatives and one negative.
- 5. Resolution 2019-04: A Resolution of the Highland Redevelopment Commission Approving an Agreement for General Engineering Service to the Highland Redevelopment Commission for 2019. Commissioner Wagner made a motion to adopt Resolution 2019-04 and enter into an agreement with NIES Engineering, Inc. for the year 2019 and at the rate stated in the agreement. Commissioner Griffin seconded the motion. Upon a roll call vote the motion passed with four affirmatives and one negative.

Action to Pay Accounts Payable Vouchers: Commissioner Wagner made a motion to pay accounts payable vouchers as filed on the pending accounts payable docket, covering the period December 21, 2018 through January 23, 2019 and the payroll docket for December 21, 2018 and January 4, 2019, as presented, in the amount of \$89,296.76. Commissioner Vassar seconded the motion. Upon a roll call vote, and with an abstention courteously made by Commissioner Michael Griffin, the motion passed with four affirmative votes and no negatives.

Vendors Accounts Payable Docket:

Redevelopment General Fund, \$9,076.62; Redevelopment Capital Fund, \$49,426.10; CEDIT Economic Development Income Tax Fund, \$30,794.04. Total: \$89,296.76.

Payroll Docket for Payday of December 21, 2018 and January 4, 2019:

Redevelopment Department: Total Payroll: \$8,723.84.

Business from the Commissioners: None

Next Meeting: The next full Study Session is scheduled for February 4, 2019 at 7:00 p.m. The next Public Meeting will be convened on February 19, 2019 at 7:30 p.m. A Study Session at 7:00 p.m. will precede the public meeting and reconvene following the public meeting, if deemed necessary. The next meeting of the Highland Main Street will be Thursday, February 7, 2018 at 6:30 p.m. in the Upper Conference room of the Town Hall.

Adjournment: There being no further business of the Highland Redevelopment Commission, Commissioner Vassar made a motion to adjourn the meeting. Commissioner Wagner seconded the motion. Upon a voice vote, the motion passed. The January 21, 2018 public meeting of the Highland Redevelopment Commission was adjourned at 7:58 p.m.

Respectfully submitted by Kathy DeGuilio-Fox, Recording Secretary

THE TOWN OF HIGHLAND HIGHLAND REDEVELOPMENT COMMISSION RESOLUTION 2019-02

A RESOLUTION OF THE HIGHLAND REDEVELOPMENT COMMISSION APPROVING AN AGREEMENT FOR LEGAL SERVICES TO THE HIGHLAND REDEVELOPMENT COMMISSION FOR 2019

Whereas, The Redevelopment Commission of the Town of Highland is authorized to undertake redevelopment activities under IC 36-7-14 and Chapter 216 of the Highland Municipal Code, which are public uses and purposes for which public money may be spent and private property may be acquired, and

Whereas, Redevelopment activities include performing all acts incident to the statutory powers and duties of a redevelopment commission; and

Whereas, The Redevelopment Commission may adopt rules and bylaws it considers necessary for the proper conduct of their proceedings, the carrying out of their duties; and

Whereas, The Redevelopment Commission is authorized to negotiate and enter into contract by statute; and

Whereas, The Redevelopment Commission needs legal advice to carry out its duties; and,

Now Therefore Be It Hereby Resolved by the Highland Redevelopment Commission, Lake County, Indiana:

That it is in the best interest of the Town to enter into an Agreement with Tauber Law Offices for the year of 2019 at an hourly rate of One Hundred Ninety and 00/100 Dollars (\$190.00) per hour.

REDEVELOPMENT-COMMISSION of the TOWN of HIGHLAND, INDIANA

Precident

Secretary



P | 219-865-6666

F | 219-865-6669

Rhett L. Tauber | Tara K. Tauber | Jared R. Tauber

January 14, 2019

Kathy DeGuilio-Fox, Director Highland Redevelopment Commission Town of Highland 3333 Ridge Road Highland, IN 46322

Re: Interest in Reappointment as Plan Commission

Attorney and Hourly Rate

Dear Kathy:

This letter will serve to advise that our firm is interested in being reappointed as Attorney for the Highland Redevelopment Commission for the calendar year 2019.

In the event we are reappointed as Attorney for the Highland Redevelopment Commission for the calendar year 2019, the rate for our legal services would be \$190.00 per hour to attend the meetings and perform any other services.

very truly yours

Rhett L. Tauber

E-mail: rtauber@twblaw.com

RLT/jlr

cc: Michael W. Griffin, Clerk-Treasurer

THE TOWN OF HIGHLAND HIGHLAND REDEVELOPMENT COMMISSION RESOLUTION 2019-03

A RESOLUTION OF THE HIGHLAND REDEVELOPMENT COMMISSION APPROVING AN AGREEMENT FOR FINANCIAL PROFESSIONAL SERVICES AND GENERAL REDEVELOPMENT CONSULTING TÓ THE HIGHLAND REDEVELOPMENT COMMISSION FOR 2019

Whereas, The Redevelopment Commission of the Town of Highland is authorized to undertake redevelopment activities under IC 36-7-14 and Chapter 216 of the Highland Municipal Code, which are public uses and purposes for which public money may be spent and private property may be acquired, and

Whereas, Redevelopment activities include performing all acts incident to the statutory powers and duties of a redevelopment commission; and

Whereas, The Redevelopment Commission may adopt rules and bylaws it considers necessary for the proper conduct of their proceedings, the carrying out of their duties; and

Whereas, The Redevelopment Commission is authorized to negotiate and enter into contract by statute; and

Whereas, The Redevelopment Commission does from time to time need financial advice and general redevelopment consulting to carry out its duties; and,

Now Therefore Be It Hereby Resolved by the Highland Redevelopment Commission, Lake County, Indiana:

That it is in the best interest of the Town to enter into an Agreement with SEH of Indiana, LLC for the year of 2019 for a not-to-exceed amount of \$10,000, excluding expenses which includes those identified and set forth in attached Exhibit A-1, currently estimated at \$200.

DULY PASSED and RESOLVED by the Highland Redevelopment Commission, Lake County, Indiana, this 21st day of January, 2019 having passed by a vote of ______ in favor and _____ opposed.

REDEVELOPMENT COMMISSION of the TOWN of HIGHLAND, INDIANA

President

Secretary

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between Town of Highland, Indiana Redevelopment Commission ("Client"), and SEH of Indiana, LLC ("Consultant"), effective March 9, 2016, this Supplemental Letter Agreement dated January 2, 2019 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the project described as:

To perform certain additional professional services (the "Basic Services") during the fiscal year 2019, more specifically January 2 through December 31, 2019, in connection with professional consulting and statutory reporting requirements, planning, redevelopment planning, economic development planning and financial incentivization of business retention, expansion and development prospect projects within the Client's Redevelopment District (the "Project").

Client's Auth	orized Representative:	Kathy DeGuilio-Fox, Redevelopment Director			
Address:	3333 Ridge Road				
	Highland, IN 46322				
Telephone:	219.972.7598	emaîl: kdeguilio-fox@highland.in.gov			
	-				
Project Man:	ager: Daniel Botich.	Sr. Economic Development Professional			
Project Man	· · · · · · · · · · · · · · · · · · ·	Sr. Economic Development Professional			
Project Man: Address:	ger: Daniel Botich, 9200 Calumet Avenue, N				
-	· · · · · · · · · · · · · · · · · · ·	1300			

Scope: The Basic Services to be provided by Consultant:

- Assist the Client and Client's staff with general consulting, planning, redevelopment planning, economic development planning and financial incentivization development and monitoring of business retention, expansion and development prospect projects within the Client's Redevelopment District.
- Assist the Client and Client's staff with the calculation of estimated assessed valuation deductions ("Tax Abatement") when qualified proposals are submitted to the Client for economic development prospects or existing business expansions within the Client's Redevelopment District.
- Assist the Client and Client's staff with statutory filings and document review related to designated allocation areas consistent with Indiana Code ("I.C.") 36-7-14, the Redevelopment Law (the "Act") and Indiana Administrative Code 50 IAC 8.
- 4. Assist the Client and Client's staff with estimates of tax increment generated from captured assessment as a result of new private investment and economic development in an established allocation area for the purpose of utilizing tax increment financing ("TIF") for projects or programs related to public infrastructure and including other economic development incentives that serves or benefits an allocation area to stimulate economic development as it relates to financial incentivization strategy and negotiations prior to a determination to issue an obligation utilizing tax increment financing.
- 5. Assist the Client and its Economic Development Team with the development of financial incentive strategies and incentives to be offered to prospective or potential economic development projects presented to the Town, the Department of Redevelopment of other economic development entities of the Town.

More specifically identified, but not limited to the following tasks:

- 1. Assistance to the Client and the Town's Clerk-Treasurer as the financial officer of the Town and as the Treasurer of the Commission pursuant to Section 8(b) of the Act with responsibilities of: (i) administration of funds and accounts specific to the Department of Redevelopment and the Commission, (ii) the administration, monitoring or analysis of financial incentive packages approved by the Commission and/or the Town that effect the Commission, (iii) the administration of redevelopment or economic development projects approved by the Commission and/or the Town that effect the Commission for financial reporting, analysis or overlapping tax unit impacts, and (iv) the preparation of an annual report to the fiscal body of the Town (the Town Council) before April 1, 2019.
- Assistance in the preparation of annual reporting of the Client's prior year activities to the Town's (the Town Board President) and legislative body (Town Council), including the filing of said report on or prior to April 15, 2019 with the Indiana Department of Local Government Finance (the "DLGF"), as required by Section 13 of the Act.
- 3. Assistance in the preparation of an annual Notice of Captured Assessment to be filed <u>before April 15, 2019</u> with the Office of the Lake County, Indiana Auditor, the Town's (the Town Board President) and legislative body (the Town Council) and the officers of each overlapping taxing unit of allocation area(s), as it relates to the capture of assessment in designated allocation areas of the Client, pursuant to and as required Section 39(b)(4) of the Act.
- 4. Assistance to the Commission to develop, prepare and present during a meeting of the Commission on or <u>before December 31, 2019</u> information to all governing bodies of taxing units that have a territory within a designated allocation area of the Commission, including: (i) the Commission's budget with respect to each allocation area; (ii) the long-term plans for the allocation area; and (iii) the impact on each taxing unit.
- 5. Collection of data from the Office of the Lake County Auditor and/or the Office of the Lake County Assessor relative to real property (if instructed or as designated, personal property of a "designated taxpayer" by resolution) key numbers to verify and/or determine an allocation area's base assessment and the "allocation area assessment," the current aggregate assessed value of individual components.
- 6. Obtain construction cost estimates, development parameters, estimated project scheduling and timing, estimated assessed valuation information and/or staffing levels for planned new construction or business expansion projects in existing or a proposed allocation area of a redevelopment project area.
- 7. Summarize the Commission's position and assumptions relative to utilizing tax increment financing as a means of potential financial incentivization of an economic development or redevelopment project.
- 8. Analyses and economic development modeling to determine an economic development prospect's or allocation area's projected assessed value growth and the potential captured assessment used to calculate estimated tax increment, including if necessary the application of assessed valuation deductions (or "Tax Abatement") in economic revitalization areas (an "ERA") in accordance with I.C. 6-1.1-12.1 titled Deduction for Rehabilitation or Redevelopment of Real Property in Economic Revitalization Areas. Comparable tax and assessment data may be necessary and will be obtained from the Office of the Lake County Assessor or other available sources.
- Preparation of TIF scenarios to include a pro forma tax increment (or "TIF revenues") generated to determine
 potential financial incentivization of an economic development or redevelopment project for initial Client
 discussions with an owner or developer.

- 10. In communication with and assistance to the Client's municipal advisor, bond counsel and local counsel in the preparation specific to a project timetable and schedule, which may include the development of a redevelopment project area plan or expansion, designation of an allocation area, the necessary Client, Plan Commission and Town Council approvals per the Act, and public hearing(s) and necessary reports (i.e. a Statement of Economic and Tax Impact"), all as required by the Act.
- 11. Upon request, attendance at various meetings with the Client and/or Client's staff, Town administration as requested by the Client or Client staff, including public presentations and/or public hearings on the Tax Abatement approval process or a proposed redevelopment project area or designation of an allocation area to discuss TIF and other alternatives to finance capital improvements projects and infrastructure required to stimulate economic development within the Client's Redevelopment District.

The Basic Services to be provided by Consultant above are <u>not</u> intended or implied to be "municipal financial products," meaning municipal derivatives, guaranteed investment contracts, and investment strategies, as defined by the Section 975 of Title IX of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) ("Dodd-Frank Act") amended Section 15B of the Securities Exchange Act of 1934 ("Exchange Act"), which must be provided to the Client by a qualified municipal advisor that: (i) is registered with the Securities and Exchange Commission (the "SEC") and (ii) complies with the regulations of the Municipal Securities Rulemaking Board (the "MSRB").

Furthermore, the Basic Services identified above do <u>not</u> include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Act or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising the Client or staff regarding "municipal financial products" or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

The Client shall complete Exhibit C attached hereto as notification to the Consultant that the Client currently has engaged or retained an Independent registered "municipal advisor" or intends to engage or retain an independent registered "municipal advisor" so it is clear that the Consultant is not acting in this role to the Client.

Schedule: Professional services to be provided from <u>January 2, 2019 through December 31, 2019</u>, as required or as needed pursuant to Basic Services identified herein. A schedule of professional services to be provided shall be determined by the Client and the Consultant based upon an understanding of the professional services required or applicable statutory deadline(s) for submission.

Payment: The estimated fee is subject to a <u>not-to-exceed amount of \$10,000</u>, excluding expenses which includes those identified and set forth in attached Exhibit A-1, currently estimated at \$200.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1. Additional work, if required, shall be compensated in accordance with the rate schedule attached hereto as Exhibit A-1.

Other Terms and Conditions: Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:

Reference Exhibit C titled Independent Municipal Advisor Exemption as attached hereto which:

- The Client is aware of the "Municipal Advisor Rule" of the Securities and Exchange Commission (effective July 1, 2014) and the "independent municipal advisor" exemption from the definition of "advice".
- The Client will notify the Consultant of the name and contact information: (i) of currently engaged or retained an independent registered "municipal advisor" or (ii) in a reasonable time, of an engaged or

3 P X

- retained independent registered "municipal advisor," who will advise the Client on such recommendations related to "municipal financial products."
- 3. The Client understands that the Consultant is not a municipal advisor and is not subject to the fiduciary duty established in Section 15B(c)(1) of the Securities and Exchange Act.

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SEH of Indiana, LLC

Daniel Batish

Title: Sr. Economic Development Professional

Town of Highland, Indiana Redevelopment Commission

Title: Redebelopment Director

Exhibit A-1

to the Supplemental Letter Agreement Between Town of Highland, Indiana Redevelopment Commission (Client) and SEH of Indiana, LLC (Consultant)

SEH of Indiana, LLC (Consultant)
Dated January 2, 2019

Payments to Consultant for Services and Expenses Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Employee Name:	Billing Title	Hou	rly Rate
McCrimmon, Joannie.	Senior Administrative Assistant	\$	90,00
Miller, Beth M.	Designer/GIS	\$	94.00
McJames, Alizabeth	Accounting Administrator	\$	117.00
Keith, Eric T.	Project Planner	\$	108,00
Schuch, Bryan M.	Economic Development Professional	\$	120.00
Oman, Richard P.	Licensed Land Surveyor/GIS	\$	133.00
Botich, Daniel A.	Senior Economic Development Professional	\$	210.00

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

- 1. Transportation and travel expenses.
- 2. Long distance services, dedicated data and communication services, teleconferences.
- 3. Plots, Reports, plan and specification reproduction expenses.
- 4. Postage, handling and delivery.
- Renderings, models, mock-ups, professional photography, and presentation materials as requested by the Client.
- 6. All taxes levied on professional services and on reimbursable expenses.
- 7. Other special expenses required in connection with the Project.

The Client shall pay Consultant monthly for expenses.

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Exhibit C Independent Municipal Advisor Exemption Dated January 2, 2019

The Town of Highland, Indiana Redevelopment Commission (the "Client") is aware of the "Municipal Advisor Rule" of the Securities and Exchange Commission (effective July 1, 2014) and the "independent municipal advisor" exemption from the definition of "advice."

The Client hereby notifies SEH of Indiana, LLC ("Consultant") that it wishes them to continue to provide assistance and recommendations on general consulting and statutory reporting requirements, planning, redevelopment planning, economic development planning and financial incentivization of business retention, expansion and development prospect projects within the Client's Redevelopment District.

The Client will notify the Consultant of the name and contact information: (i) of currently engaged or retained an independent registered "municipal advisor" or (ii) in a reasonable time, of an engaged or retained independent registered "municipal advisor," who will advise the Client on such recommendations related to "municipal financial products."

The Client is represented by (as engaged or retained) by the independent registe "municipal advisory" firm:
Name of Municipal Advisor
Representative
Phone

rinanciai products.

(ii) If item (i) above is not completed, the Consultant in a reasonable time will notify the Consultant of an engaged or retained independent registered "municipal advisor" who will advise the Client on such recommendations related to "municipal financial products" or assist the Client in evaluating any and all of such recommendations.

The Client understands that the Consultant, is not a "municipal advisor" and is not subject to the fiduciary duty established in Section 15B(c)(1) of the Securities and Exchange Act.

Exhibit C Independent Municipal Advisor Exemption Dated January 2, 2019

The personnel of the "municipal advisor" who will advise the Client on such recommendations have represented to Client that they have not been associated with the Consultant within the two years prior to the date of this certificate. This certificate may be relied upon until December 31, 2019.

The Consultant understands that it must also send a copy of this certificate to the "municipal advisor."

TOWN OF HIGHLAND, INDIANA REDEVELOPMENT COMMISSION HIGHLAND, INDIANA

KATHY De GUILIO - FOX
Representative (Printed)

Title of Poprecentative

Signature of Representative

AFFIDAVIT OF SERVICE PROVIDER or CONTRACTOR WITH THE TOWN OF HIGHLAND, LAKE COUNTY, INDIANA REGARDING HIRE OF UNAUTHORIZED ALIENS

Affidavit pursuant to IC 22-5-1.7-11

State of Indiana)) SS:									
County of Lake)									
	AFFIDAVII									
I, the undersigned, authorized representative, authorized officer or agent of SEH of Indiana, LLC hereinafter called "contractor", which has a contract for services or goods with the Town of Highland, Lake County, Indiana, having given solemn affirmation, hereby depose(s) and say(s), that the contractor does not knowingly employ an unauthorized alien.										
FURTHERETH AFF	IANT SAYETH NOT.									
	Signed:	: Saudie Dehudy, Affiant.								
	Certif	ificate of Notary								
On this										
In Witness Whereof, I he	ereunto set my hand and	nd official seal.								
My commission expire	s: 1-31-2	2021								
County of Residence: Romsey										
(seal)	TAWNIA R PLESKI Notary Public, State of Minneso My Commission Expires January 31, 2021	Tauria R. Pleshi NOTARY								

CLAUSE (ADDENDUM) and AFFIDAVIT ADDENDUM TO BE ADDED TO CONTRACT FOR PROFESSIONAL SERVICES TO BE PROVIDED TO TOWN OF HIGHLAND

(as required by Indiana SEA 590, effective July 1, 2011)

INSERT THE FOLLOWING FOR PUBLIC CONTRACTS FOR PUBLIC WORKS OR SERVICES:

Verification of	i Work Eligibilit	y Status

1. SEH of Indiana, LLC	(herelnafter	called
"Contractor") understands and agrees that:		

- (A) It is required to enroll in and verify the work eligibility status of all employees hired after the date of this contract though the E-Verify program.
- (B) This requirement shall be waived if the E-Verify program ceases to exist. For the purposes of this paragraph, the "E-Verify program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s. 403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and control Act of 1986 (P.L. 99-603); and
- 2. An authorized representative of the Contractor has signed the attached affidavit concerning the employment of unauthorized aliens.

This contract clause is developed pursuant to SEA 590 codified as IC 22-5-1.7-11 (a)(1).

Indiana Code Citation Relevant

IC 22-5-1.7-2 "Contractor"

Sec. 2. As used in this chapter, "contractor" means a person that:

- (1) has entered into; or
- (2) is attempting to enter into;
- a public contract for services with a state agency or political subdivision.

IC 22-5-1.7-6 "Public contract for services"

Sec. 6. As used in this chapter, "public contract for services" means any type of agreement between a state agency or a political subdivision and a contractor for the procurement of services.

IC 22-5-1.7-11 Contractors with public contract for services required to use E-Verify program; business entities that receive certain grants required to use E-Verify program

Sec. 11. (a) This subsection applies only to a public contract for services entered into or renewed after June 30, 2011. A state agency or political subdivision may not enter into or renew a public contract for services with a contractor unless:

- (1) the public contract contains:
- (A) a provision requiring the contractor to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program; and
- (B) a provision that provides that a contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists; and
- (2) the contractor signs an affidavit affirming that the contractor does not knowingly employ an unauthorized alien.

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THE TOWN OF HIGHLAND HIGHLAND REDEVELOPMENT COMMISSION RESOLUTION 2019-04

A RESOLUTION OF THE HIGHLAND REDEVELOPMENT COMMISSION APPROVING AN AGREEMENT FOR GENERAL ENGINEERING SERVICES TO THE HIGHLAND REDEVELOPMENT COMMISSION FOR 2019

Whereas, The Redevelopment Commission of the Town of Highland is authorized to undertake redevelopment activities under IC 36-7-14 and Chapter 216 of the Highland Municipal Code, which are public uses and purposes for which public money may be spent and private property may be acquired, and

Whereas, Redevelopment activities include performing all acts incident to the statutory powers and duties of a redevelopment commission; and

Whereas, The Redevelopment Commission may adopt rules and bylaws it considers necessary for the proper conduct of their proceedings, the carrying out of their duties; and

Whereas, The Redevelopment Commission is authorized to negotiate and enter into contract by statute; and

Whereas, The Redevelopment Commission does from time to time need financial advice and general redevelopment consulting to carry out its duties; and,

Now Therefore Be It Hereby Resolved by the Highland Redevelopment Commission, Lake County, Indiana:

That it is in the best interest of the Town to enter into an Agreement with NIES Engineering, Inc. for the year of 2019 for a not-to-exceed amount of \$10,000.

DULY PASSED and RESOLVED by the Highland Redevelopment Commission, Lake County, Indiana, this 21st day of January, 2019 having passed by a vote of ______ in favor and _____ opposed.

REDEVELOPMENT COMMISSION of the TOWN of HIGHLAND, INDIANA

President

Secretary



December 18, 2019

Ms. Kathy DeGuilio-Fox Redevelopment Director Highland Redevelopment Commission 3333 Ridge Road Highland, IN 46322

RE:

Town of Highland Redevelopment Commission

Proposal for General Engineering Services During 2019

Dear Ms. DeGuilio-Fox:

Thank you for the opportunity to present this proposal to provide general engineering services to the Town of Highland Redevelopment Commission and Redevelopment Department staff for the period of January 1, 2019 through December 31, 2019. The work will only include assignments made by the Redevelopment Commission or Redevelopment Director and may encompass services such as providing general technical assistance, engineering reviews, assistance with development of RFPs and RFQs, assistance with development and implementation of beautification projects, meeting attendance when requested, and similar tasks.

We suggest a \$10,000 budget for 2019 to perform these assignments. However, the Redevelopment Commission may set that budget wherever it deems most appropriate. We will only proceed with tasks authorized by the Redevelopment Commission or the Redevelopment Director, and all invoices will be identifiable to specific tasks under this budget.

We propose to perform all work assigned under this agreement on an hourly rate basis, billed at 2.9 times the actual salary of staff assigned. Our billing will not exceed the authorized annual budget without prior approval. Current hourly billing ranges by staff category are presented in Table 1. Direct expenses such as mileage, reproduction and similar items will be billed at actual cost. The services of others, if required, will be billed at actual cost plus a 5 percent markup. The attached "Standard Conditions for Professional Engineering Services" is included by reference.

Again, thank you for the opportunity to present this proposal. Your signature below and return of one copy of this proposal to our office will constitute your acceptance and our notice to proceed.

Yours very truly, NIES Engineering, Inc.

Derek Snyler

Derek R. Snyder, P.E. Principal

TOWN OF HIGHLAND REDEVELOPMENT COMMISSION

Accepted By: 1-28-19

Authorized Annual Budget Limit: \$ 10,000.00

Table 1

2019 NIES Engineering Personnel Hourly Rates

Classification	Hourly Rate			
	From	То		
Intern	\$34.00	\$38.00		
Clerical	\$29.00	\$43.00		
Senior Clerical	\$41.00	\$48.00		
Administrative Assistant	\$58.00	\$60.00		
Senior Administrative Assistant	\$66.00	\$68.00		
Technician Level 1	\$50.00	\$55.00		
Technician Level 2	\$61.00	\$65.00		
Technician Level 3	\$72.00	\$76.00		
Technician Level 4	\$85.00	\$88.00		
Technician Level 5	\$88.00	\$99.00		
Technician Level 6	\$105.00	\$106.00		
Engineer Level 1	\$75.00	\$78.00		
Engineer Level 2	\$100.00	\$104.00		
Engineer Level 3	\$120.00	\$122.00		
Engineer Level 4	\$123.00	\$130.00		
Engineer Level 5	\$131.00	\$135.00		
Project Manager	\$110.00	\$115.00		
Senior Project Manager	\$174.00	\$174.00		
Principal Level 1	\$129.00	\$130.00		
Principal Level 2	\$132.00	\$133.00		
Senior Principal	\$182.00	\$185.00		

STANDARD CONDITIONS FOR PROFESSIONAL ENGINEERING SERVICES

The term "NIES Engineering" used in these terms and conditions is defined as: NIES Engineering, Incorporated of 2421 173rd Street, Hammond, Indiana 46323; its officers, partners, employees, sub-consultants and sub-contractors.

REIMBURSABLE EXPENSES:

- 1.1. Reimbursable expenses are defined as follows and shall be involced at direct cost:
 - Reproduction of documents.
 - Shipping and mailing expenses.
 - Any other disbursements, application fees, etc., made on behalf of the Owner.

2. INDEMNIFICATION:

- 2.1. The OWNER agrees to hold harmless and indemnify NIES Engineering for and against all claims, damages, awards and costs of defense arising out of delays in NIES Engineering's performance resulting from events beyond the NIES Engineering's control.
- Whereas construction job-site safety conditions are the sole responsibility of the Construction Contractor, the OWNER agrees to hold harmless and indemnify NIES Engineering for and against all claims, damages, awards and costs of defense arising out of claims related to Construction lob-site safety.
- 2.3. The OWNER agrees to stipulate within the Contract Documents that the Contractor shall purchase and maintain, during the course of construction, "all-risk" builder's risk insurance which names the Contractor, the Owner's agents, and NIES Engineering as additional
- 2.4. It is understood and agreed that if NIES Engineering's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, that such services will be provided for by the Client. If said services are provided for by the Client, then the Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and supervision and waives any claims against NIES Engineering that may be in any way connected thereto. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold NIES Engineering harmless from any loss, claim or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entitles and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of NIES Engineering.

TERMINATION:

- 3.1. This agreement between OWNER and NIES Engineering may be terminated by either party upon seven days, written notice in the event of substantial failure of performance of the material terms and conditions of this agreement by the other party through no fault of the terminating party.
- 3.2. If this agreement is terminated during the course of performance of the services, NIES Engineering shall be paid for the services performed during the period prior to the effective date of termination of the agreement.
- 3.3. If, prior to termination of this agreement, any services designed or specified by NIES Engineering during any phase of the service is suspended in whole or in part for more than three months or abandoned after written notice from the OWNER, NIES Engineering shall be paid for such services performed prior to receipt of such notice.

BILLING/PAYMENTS:

4.1. NIES Engineering reserves the right to adjust billing rates periodically as salary rates are adjusted and to use the most up-to-date billing rates in preparing project invoicing.

REUSE OF DOCUMENTS:

- 5.1. All reports, schedules, drawings, specifications of services of NIES Engineering for this project are instruments of services for this project only and shall remain the property of NIES Engineering until the OWNER has compensated NIES Engineering in full for services rendered pursuant to the AGREEMENT. Upon final payment for services and for each separately accepted and authorized proposal for additional services, ownership of instruments of service shall be vested in the OWNER. NIES Engineering, however, may retain record copies of all such instruments of service and may use such for NIES Engineering's exclusive purposes.
- 5.2. Any reuse of reports, schedules, drawings, specifications of services of NIES Engineering for this project without written verification or adaptation by NtES Engineering for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to NIES Engineering, or to NIES Engineering 's independent professional associates or consultants, and OWNER shall indemnify and hold harmless NIES Engineering and NIES Engineering 's independent professional associates and consultants from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle NIES Engineering to further compensation at rates to be agreed upon by OWNER and NIES Engineering.

OPINIONS OF PROJECT COST, CONSTRUCTION AND OPERATION AND MAINTENANCE:

Since NIES Engineering has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor methods of determining prices, or over competitive bidding or market conditions, NIES Engineering's opinions of probable Construction Cost are to be made on the basis of NIES Engineering's experience and qualifications and represent NIES Engineering's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but NIES Engineering cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by NIES Engineering. Similarly, opinions of Project Cost and Annual Operation and Maintenance Cost cannot be guaranteed because they depend upon numerous factors beyond NIES Engineering's control.

MEDIATION:

7.1. In addition to and prior to arbitration, the parties shall endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for mediation shall be made within a reasonable time after the claim; dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

8. FIDUCIARY RESPONSIBILITY:

8.1. CLIENT confirms that NIES Engineering has not offered any fiduciary service to client and no fiduciary responsibility shall be owed to client by NIES Engineering as a consequence of NIES Engineering's entering into this agreement with client.

HAZARDOUS MATERIALS:

- As used in this Agreement, the term hazardous materials shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as such of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.
- 9.2. Both parties acknowledge that the NIES Engineering's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event NIES Engineering or any other party encounters any hazardous or toxic materials, or should it become known to NIES Engineering that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of NIES Engineering's services, NIES Engineering may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate engineers or contractors to Identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws
- 9.3. The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent by law, to indemnify and hold harmless NIES Engineering from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of NIES Engineering.

10. CONSEQUENTIAL DAMAGES

10.1. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Owner or NIES Engineering, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising our of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred form any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Owner and NIES Engineering shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

11. SEVERABILITY:

11.1. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions or portions thereof shall nevertheless be and remain in full force and effect.

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